

EXHIBIT 4

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

SPINIELLO COMPANIES,

Plaintiff,

v.

BRICO INDUSTRIES, INC.,

Defendant.

CIVIL ACTION NO. 04-11933-NMG

**SPINIELLO COMPANIES' ANSWERS TO DEFENDANT BRICO INDUSTRIES
FIRST REQUEST FOR ADMISSIONS**

Pursuant to Rule 36 of the Federal Rules of Civil Procedure, Plaintiff ("Spiniello") responds to the First Request for Admissions propounded by Defendant Brico Industries, Inc.'s ("Brico") as follows:

REQUEST NO. 1

Spiniello did not have a contract with Brico for the supply of inner seals for any internal pipe joint seals used on the Project.

RESPONSE NO. 1

DENIED

REQUEST NO. 2

Spiniello did not have a contract with Brico for the installation of inner seals for any internal pipes joint seals used on the Project.

RESPONSE NO. 2

ADMIT

Spiniello did not have a contract that required Brico to install the inner seals at the Project.

REQUEST NO. 3

Spiniello did not have a contract with Brico for the design of inner seals for any internal pipe join seals used on the Project.

RESPONSE NO. 3

DENIED:

Spiniello relied on Brico's representations' that its product met MWRA 6280 design requirement. Moreover Brico's submittal for InnerSeal II dated March 31, 2000 indicates: "submittal is similar to the submittal that was approved by CDM and MWRA Contract # 6312."

REQUEST NO. 4

Spiniello did not have a contract with Brico for the manufacture or fabrication of inner seals for any internal pipe join seals used on the Project.

RESPONSE NO. 4

DENIED

Spiniello has a purchase order and an approved submittal for the manufacture and fabrication of inner seals for the internal pipe join seal used on the Project. Spiniello also has a confirmation of a re-design for the manufacture and fabrication of a larger band of the InnerSeal II.

REQUEST NO. 5

Spiniello did not have a contract with Brico for the inspection of inner seals for any internal pipe join seals used on the Project.

RESPONSE NO. 5

ADMITS

Spiniello did not have a contract that required Brico to physically inspect the seals after installation at the Project. However, Brico representatives were present and assisted in the review, inspection and installation of Brico seals.

REQUEST NO. 6

Spiniello did not have a contract with Brico for the repair of inner seals for any internal pipe join seals used on the Project.

RESPONSE NO. 6

DENIED

Brico was responsible to provide seals that met the Project requirements and specifications, were manufactured correctly and complied with all express and implied warranties.

REQUEST NO. 7

ODF Contracting Company, Inc. was the only entity to have a contract with Brico for the supply of inner seals at issue for the Project.

RESPONSE NO. 7

DENIED

REQUEST NO. 8

Spiniello represented to the MWRA that its subcontractor, ODF Contracting Company, Inc. would furnish and install the joint seals on the Project.

RESPONSE NO. 8

DENIED

Spiniello represented to the MWRA that its subcontractor, ODF Contracting Company, Inc. would furnish and install the joint seals on the Project after June 12, 2000.

REQUEST NO. 9

Spiniello made an agreement with ODF Contracting Company, Inc. that it would supply and install the inner seals for the 48 and 60 inch pipes on the Project.

RESPONSE NO. 9

DENIED

Spiniello made an agreement with ODF Contracting Company, Inc. that it would supply and install the inner seals for the 48 and 60 inch pipes on the Project after June 12, 2000.

REQUEST NO. 10

Spiniello is not in possession of any document that supports a claim that Brico guaranteed the inner seals would meet the Project Specifications.

RESPONSE NO. 10

DENIED

Spiniello is in possession of several documents that support a claim that Brico guaranteed the inner seal would meet the Project Specifications. See: Brico's submittal dated March 31, 2000; Brico's literature indicating that the InnerSeal II will work in any situation; Brico's price quotation makes references to the Project Specifications; Brico's representatives made representations that the InnerSeal II would meet the Project Specifications and was used by MWRA and approved by CDM in several projects.

REQUEST NO. 11

Spiniello was first aware of problems with the installation of the inner seals supplied by Brico on or before July 27, 2000.

RESPONSE NO. 11

ADMITS

Spiniello first became aware of problems with the installation of Brico seals on or about July 27, 2000.

REQUEST NO. 12

A true and accurate copy of the Purchase Order for the inner seals at issue in this case is attached as Exhibit A.

RESPONSE NO. 12

DENIED

A copy of a partial Purchase Order for the inner seals at issue in this case was attached as Exhibit A.

REQUEST NO. 13

Spiniello only seeks damages for alleged economic losses relating to the inner seals at issue.

RESPONSE NO. 13

ADMITS.

REQUEST NO. 14

Spiniello is not making a claim in this lawsuit as a result of any personal injury.

RESPONSE NO. 14

ADMITS.

REQUEST NO. 15

Spiniello is not making a claim in this lawsuit as a result of any damage to property other than the allegedly defective inner seals at issue.

RESPONSE NO. 15

ADMITS

REQUEST NO. 16

In Brico's claim made on or about November 5, 2001 to the MWRA, Brico sought damage from MWRA not only for allege damages relating to the inner seals, but claims for extra work and delay that were incurred in the Project and were not related to the allegedly defective inner seals.

RESPONSE NO. 16

ADMITS

Brico's claim to the MWRA sought, *inter alia*, damages unrelated to Brico's seals.

REQUEST NO. 17

Spiniello informed the MWRA that its subcontractor, ODF Contracting Company, Inc. was not supplying sufficient and/or timely manpower and equipment to install the inner seals for the Project as required to meet Spiniello's schedule.

RESPONSE NO. 17

DENIED

REQUEST NO. 18

Spiniello has no documents to support is claims that Brico represented and warranted that the inner seals would meet the needs of the Project or the Project specifications.

RESPONSE NO. 18

DENIED

REQUEST NO. 19

Spiniello has no documents to support is claims that Brico seals were designed, manufactured and intended to meet the needs of the Project or the Project specifications.

RESPONSE NO. 19

DENIED

REQUEST NO. 20

Spiniello has no documents to support is claims that Brico made any express warranties to Spiniello with respect to the inner seals at issue.

RESPONSE NO. 20

DENIED

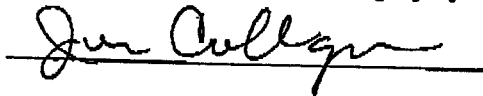
REQUEST NO. 21

Spiniello has no documents to support is claims that Brico made any implied warranties to Spiniello with respect to the inner seals at issue

RESPONSE NO. 21

DENIED

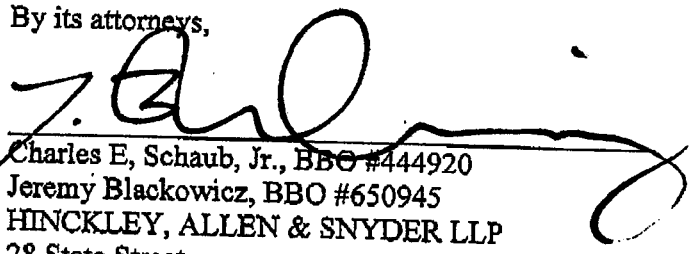
Signed under the penalties of perjury.



Spiniello Companies
By: Jose Collazo

SPINIELLO COMPANIES

By its attorneys,



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Dated: December 15, 2005

CERTIFICATE OF SERVICE

I, Jeremy Blackowicz, hereby certify that a copy of the foregoing document was served upon all counsel of record, by First Class United States Mail on this 15 day of December, 2005.



Jeremy Blackowicz